



1711 Elm Street E
Sumner, WA 98390
253-826-4479
secretgardener@msn.com

Tour Contract

General

Upon full payment of the tour price by the participant, Heartstone LLC, dba The Secret Garden 1711 Elm Street E, Sumner, WA 98390, Ph: 253-826-4479, Fax: 253-826-3231, hereinafter referred to as The Secret Garden, agrees to secure the services specified in this brochure, subject to the terms, conditions, and limitations contained in this contract. The participant agrees that if there are any corrections or changes, the correct information will prevail.

Included

Lodging, group transportation, group tour entries, breakfast, afternoon tea, some dinners.

Not Included

Lunches and dinners (except those specified on the itinerary), beverages (except coffee, tea, soft drinks or milk with included meals or when expressly specified), travel insurance, optional excursions not included in itinerary, passports, visas, inoculations, postage, phone calls, any items of a personal nature, or any other items or services the inclusion of which has not been expressly specified in this brochure. Also not included are any fees associated with (or 'in connection with') air transportation, including but not limited to seat assignment fees and baggage fees.

Airlines, Drivers, Food Service, Accommodations

The Secret Garden strives to coordinate a pleasurable and memorable trip for all of its customers, but it must be remembered that many aspects of the tour, including but not limited to travel, food service, accommodations and actual tour operations, are furnished by independent companies which are not under the direct control of The Secret Garden.

Itinerary Deviations

Due to special circumstances, including but not limited to holidays, special events, seasonal schedule changes, weather, traffic delays and itinerary adjustments, some sights and stores may have limited hours or may not be available. Under such circumstances or toward the improvement of the tour experience, The Secret Garden Tours and the tour manager reserve the right to make changes in the itinerary or sights, at their sole discretion.

Reservations

The Secret Garden requires a signed Reservation Application and deposit for each participant within one week from the date the participant makes his/her reservation. A signed Reservation Application means that the participant has reviewed this Tour Contract and agrees to abide by its terms and conditions. Each participant must provide his/her signed Reservation Application and a non-refundable deposit of \$1500 per person. Full payment is required for reservations within 100 days prior to departure.

Final Payment

Final payment must be received by The Secret Garden at least 90 days prior to departure. The Secret Garden reserves the right to cancel a reservation for which it has not received payments by the due dates, or when a check is returned due to insufficient funds. Cancellation penalties will apply.

Price Guarantee

The Secret Garden will guarantee the tour price after receiving the deposit and Reservation Application.

Airfare

Airfare is not included in the trip price. It is your responsibility to purchase tickets that will get you to the appointed location at the time the tour begins.

Changes

After final payment, all changes are considered a cancellation and re-booking and thus, are subject to the cancellation policies outlined under 'Cancellations'. Note: Tour changes (to a different tour date or itinerary), are always considered cancellations/new bookings and are subject to the 'Cancellations' policy.

Cancellations

The Secret Garden must receive written notification of cancellation. The date such notification is received by The Secret Garden will determine the applicable cancellation penalties. The following cancellation penalties apply and will be retained by The Secret Garden:

- More than 60 days prior to participant's scheduled departure date, \$250 per person plus all costs associated with the air and ground transportation.
- From 59 days to 1 day prior to participant's scheduled departure date
 - a. Without a medical statement, 60% of the total tour price plus all costs associated with the air and ground transportation.
 - b. With a valid medical statement (see 'Medical Statement Requirements'), 40% of the total tour price plus all costs associated with the air and ground transportation.
- Scheduled departure date and after, no refund.

No refund will be issued for any unused portion of a tour. In case of cancellation by one of two persons sharing a room, a change to a single room supplement for the remaining participant is subject to availability and confirmation by The Secret Garden. When a single room is not available, the remaining participant will share a twin or double room with another solo traveler.

Medical Statement Requirements

To be eligible for the refund provision under section 'b' of the above 'Cancellations' policy, it is your responsibility that The Secret Garden receives a valid medical statement within six weeks of the date you were scheduled to leave. If, for any reason, The Secret Garden does not receive a valid medical statement within six weeks of the date you were scheduled to leave, your cancellation will be processed in accordance with section 'a' of the above 'Cancellations' policy. A valid medical statement must meet all the following criteria:

Typed or legibly written on the letterhead (including the address and phone number) of an attending licensed physician (M.D.).

Signed by the physician; State specific dates the passenger is unable to travel. These dates must include the scheduled travel dates; State a specific, medical reason why the passenger was unable to travel, due to the illness of the participant or participant's travel companion.

In case of death of the participant or participant's travel companion, or a member of participant's immediate family, namely, spouse, child, brother, sister, parent, in-law, grandparent, or grandchild, a copy of the death certificate is required.

Travel Insurance

For coverage of cancellation penalties or missed days of the tour due to covered reasons, The Secret Garden highly recommends travel insurance. Please note that many health insurance providers do not cover customers while traveling outside the USA. Therefore, look for travel insurance that includes travel accident and sickness coverage as well as Emergency Assistance. The Secret Garden also recommends purchasing baggage insurance. You can find a number of Travel Insurance providers online. (Google "travel insurance").

Baggage Allowances

Suitcase -

Each participant on the tour is entitled to one medium-sized suitcase with a maximum weight of 50 lbs. One piece of luggage will be delivered to and picked up from your hotel room. If you plan to shop, we highly recommend leaving some space in your suitcase to accommodate your purchases.

Day Bag-

Each participant may also have a day bag in which to keep their handbag, camera, tablet, a sweater or jacket, etc. It must be able to fit under their seat in the van.

Baggage Loss or Damage

Baggage loss or damage sustained while in the custody of an airline, hotel, bus company, or transfer company is not the responsibility of The Secret Garden. Airline liability for passengers' baggage is stated on each airline's website. The airline's liability shall in no event exceed the actual loss incurred by the passenger, subject to proof of the amount of the loss.

What to do in case of damage or loss by an airline:

The participant must report the loss or damage immediately (while still at the airport) to the airline in question for two reasons:

- a) Most airlines require immediate claims or they will not accept them.
- b) Insurance companies have the right to void any claim that is not reported immediately.

The Secret Garden recommends purchasing travel insurance with coverage for baggage loss, damage, or delay.

Air Schedules

The Secret Garden is not responsible for overnight stays or independent transfers occasioned by airline schedules or delays. Airline baggage fees are not included and must be paid at the airport if charged by the airlines. Air schedules are subject to change at any time, and cancellations by the tour participant due to changes in airline or changes in flight schedule will be subject to the cancellation conditions as outlined in the 'Cancellations' section. The Secret Garden shall not be held liable for any penalties incurred from the cancellation or change of an air ticket, regardless of the reason.

Responsibility of the Airlines. The airlines are not held responsible for any acts, omissions, or events during the time the passengers are not on board their aircraft or conveyances. The passenger's contract in use by the airlines, when issued, shall constitute the sole contract between the airline and the passenger. Any and/or all transportation companies shall have or incur no responsibility for liability to any traveler aside from their liability as common carriers. Services performed and tickets issued by the air carrier are subject to rules and regulations relating to liabilities established by the Warsaw Convention and the terms and conditions of this contract.

Cancellation by The Secret Garden

The Secret Garden reserves the right to cancel a tour at any time for any reason, (including but not limited to political unrest, terrorist threats, adverse health conditions in tour areas), and its liability shall be limited to a refund in full of only those moneys it has received from or on behalf of the participant. It is the responsibility of each participant to become familiar with the penalties and restrictions of the air ticket. In the event of a cancellation or date change by The Secret Garden, The Secret Garden shall not be held liable for any penalties incurred from the cancellation or change of the air ticket. Therefore, we recommend tickets not be issued until 75 days or less prior to departure.

If transportation or other services are canceled by The Secret Garden, all sums paid to The Secret Garden for services not performed in accordance with the contract between The Secret Garden and the purchaser will be refunded within thirty days of receiving the funds from the vendor with whom the services were arranged, or if the funds were not sent to the vendor, the funds shall be returned within fourteen days after cancellation by the seller of travel to the purchaser unless the purchaser requests the seller of travel to apply the money to another travel product and/or date.

Responsibility

Heartstone LLC, its employees, officers and directors (collectively "The Secret Garden") does not own or operate any entity which is to provide or does provide goods or services for your trip, including, for example, lodging facilities, transportation companies, local ground handlers, tour operators, food service or entertainment providers, etc. As a result, The Secret Garden is not liable for any negligent or willful act or failure to act of any such person, or of any other third party not under its control. Without limiting the foregoing, The Secret Garden accepts no responsibility for any risk or resulting injury, delay, inconvenience, damage, or death which results from criminal activity, accidents, disease, epidemics or the threat thereof, illness, the provision of inappropriate or no medical attention or the lack of access to same, the demands of indoor or outdoor activities, strikes, political or civil unrest, overbooking, structural or other defective conditions in hotels or other lodging facilities, acts of terrorism or the threat thereof, insurrection or revolt, weather, acts of God, or any other events or circumstances beyond its control. In addition, The Secret Garden is not responsible for typographical or substantive errors in descriptions of hotels or programs.

Travel Advisories and Warnings and Health Alerts. It is the responsibility of the traveler to become informed about current travel advisories and warnings. See the U.S. State Department's travel website at www.travel.state.gov or by phone at 1-888-407-4747. See also the Centers for Disease Control website at www.cdc.gov or call it at 1-800-232-4636 for health alerts.

Travelers Representation. The traveler represents that neither he nor she nor anyone traveling with him or her has any physical or other condition or disability that could create a hazard to him or herself or other members of the trip. The Secret Garden reserves the right to decline, to accept, or retain any person as a member of the tour at any time prior to departure, or in the course of the tour, should such participant's health, mental condition, physical infirmity, or general deportment impede, in The Secret Garden's judgment, the operation of the tour or the rights, welfare, or enjoyment of other tour participants, and all resulting costs will be the responsibility of the participant.

Entire Agreement. Participant warrants that no promises or inducements have been offered for this agreement other than as set forth herein and that this agreement is executed without reliance upon any other promises or representations. No modification, termination, or attempted waiver of this Tour Contract shall be valid unless in writing and signed by the participant and an officer of The Secret Garden.

Arbitration Agreement. Any controversy or claim arising out of or relating to this Tour Contract, to the brochure or to any information relating in any way to the trip, or to the trip itself, shall be settled solely and exclusively by binding arbitration in Sumner, WA, in accordance with the then existent commercial rules of the American Arbitration Association. In any such arbitration, the substantive (but not procedural) law of Washington shall apply. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

Payment to The Secret Garden constitutes your acceptance of the Tour Contract as set out here.